



NAVAL FACILITIES ENGINEERING COMMAND
200 STOVALL STREET
ALEXANDRIA, VA 22332-2300

EMERGENCY
CONTRACTING GUIDE

(DRAFT)

SEPTEMBER 1992

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INTRODUCTION

This guide is for contracts personnel involved in the award or administration of contracts in urgent and compelling situations such as natural, environmental or man-made disasters.

Due to the Naval Facilities Engineering Command's (NAVFACENGCOM) past experience with disasters, e.g. hurricanes, the San Francisco earthquake, Mt. Pinatubo volcano eruption, typhoons, hazardous waste contamination, etc. all contracting officers and contract specialists should be familiar with contractual tools and methods available for expediting contracts. This guide contains written procedures, approvals, and contract options for emergency contracting. The nature of emergency situations requires individuals involved with contracts to not only be familiar with procurement regulations for implementing immediate contracting actions but also requires flexibility and teamwork.

The intent of this guide is not to provide detailed instructions on all areas associated with emergency contracting but to provide the steps, procedures, approvals, etc. required. The Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), Navy Acquisition Procedures Supplement (NAPS), and NAVFAC P-68 Contracting Manual (P-68) should be consulted for more thorough explanations. Contracting at overseas locations is not addressed in this guide.

APPENDIX A
SAMPLE SCOPES OF WORK

SCOPE OF WORK

BUILDING 95 14 squares concrete roof - entire. Clean to existing concrete deck. Mop 3/4 - 1/2" retro board. Provide and install 4 ply built up roof and aggregate surfacing. Provide and install new .05 aluminum gravel stop.

BUILDING 123 Remove existing to metal deck. Provide and install 1-1/2" perlite mechanically fastened to deck. Provide and install 4 ply glass/asphalt built up roof, aggregate. Replace gravel stop (.05 Aluminum) and gutters/downspouts (.04 Aluminum). Replace fascia and nailers with pressure treated.

BUILDING 137 Remove existing to wood deck. Replace/resecure wood decking. Mechanically fasten 1/2" retro board. Provide and install 4 ply glass built up roof with aggregate. Provide and install new .05 aluminum gravel stop.

BUILDING 686 Remove existing 40'x45' debris to lightweight concrete deck. Mechanically fasten ventilating base sheet. Provide and install new 4 ply fiberglass built up roof with aggregate surfacing. Provide and install new .05 aluminum gravel stop. Repair existing gutter and downspout.

GENERAL DESCRIPTION AND
SCOPE OF WORK FOR
CONTRACT N
REPAIR HURRICANE DAMAGED ROOFS
BUILDINGS 126T AND 1246
AT THE

1. GENERAL DESCRIPTION OF THE BUILDING 126T ROOFING WORK:The work includes the provision of all labor, material, equipment, tools, and supervision for: the cut back and removal of the damaged EPDM roofing, fiberboard insulation, EPS insulation, and fasteners (area is 70' X 60'). The contractor shall remove any existing water found under the damaged roofing. The work shall include the installation of a new fully adhered EPDM membrane, reinstallation of the salvageable rigid insulation, new insulation where necessary new fiberboard insulation with mechanical fasteners, new wood nailers where missing, and edge attachment to provide a watertight roofing surface. The contractor shall replace and/or refasten the aluminum gutter system as necessary at the perimeter of the damaged area. The contractor shall provide any incidental related work to provide a complete, watertight and useable roof by means of this firm fixed price contract.

2. GENERAL DESCRIPTION OF THE BUILDING 1246 ROOFING WORK:The work includes the provision of all labor, material, equipment, tools, and supervision to: sweep back the existing stone ballast, cut and fold back the damaged EPDM roofing, and removal of debris from under the EPDM membrane (area is 70' X 50'). The contractor shall remove any existing water found under the damaged roofing. The work shall include the installation of the existing EPDM membrane with new EPDM as necessary, reinstallation of the salvageable 2.5" polyisocyanurate insulation, new 2.5" polyisocyanurate insulation where necessary, new flashing at all curbs and protrusions, reinstall the stone ballast, and provide roof block pavers for approximately 3' wide at the perimeter of the damaged area along the parapet wall, to provide a watertight roofing surface. The contractor shall flood the repaired area with Government furnished water to check that the repair is watertight. The contractor shall provide any incidental related work to provide a complete watertight, and useable roof by means of this firm fixed price contract.

REPAIR NORTH SEWER LINE FOR PIER 2 N

SCOPE OF WORK

Erect scaffolding and work platforms or provide barges as necessary to complete repairs and replacement of the North Side sewer system under Pier 2. Remove all structures erected for construction upon completion. Provide temporary repairs to the existing sewer system to arrest sewer discharges into the bay. Resupport the existing line as necessary to prevent failure. Maintain these temporary repairs until completion of the replacement system. Protect temporary repairs from weather related damage and freezing for the duration of their use. Provide temporary piping, hangars, flexible joints, insulation and jacketing as required for the temporary repairs.

Provide a new sewer line with connections to all existing CHT ship connections on the North side and all sewer penetrations of the deck below building 68. Provide cement lined ductile iron pipe with Mechanical "Dresser Coupling" connectors, closed cell foam insulation and ABS jacketing material, expansion joints and stainless steel hangars (type 304 or 316). The new line will be erected at an elevation higher than the existing line. Details of elevation, line location, connections, hangars shall be provided on or before

Remove and dispose of all existing North Side sewer lines in accordance with applicable Federal and State of Rhode Island Laws. Test the sewer system prior to placing it in service. Provide a 14 day notice to the Officer in charge of construction prior to the need to disable any part of the sewer system. Work shall be performed in a manner such that only one berth or 25% of building 68 may be disabled for sewage purposes at a time. Such outages shall be for cutover only and shall be limited to a total duration of 8 hours.

All work shall be performed accordance with applicable OSHA and Army Corp of Engineers Regulations. The Government shall obtain all necessary State and Federal Construction Permits. Work shall not proceed until permits have been verified.

EMERGENCY REPAIRS TO B35 AND DOCKING FACILITIES

SCOPE OF WORK

THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND SUPERVISION TO:

- a. MAKE REPAIRS TO THE EXISTING BOAT LANDING STRUCTURE, INCLUSIVE OF: REPLACEMENT OF MISSING OR DAMMAGED TIMBERS, WOOD SHEETING, LANDINGS, WALERS, BOLTS, AND HARDWARE.
- b. RETIGHTEN THE EXISTING MARINE FENDERING SYSTEM, INCLUDING: RETIGHTENING OF ALL EXISTING BOLTS ON PILINGS AND BOTH TOP AND BOTTOM WALERS; REPLACEMENT OF MISSING BOLTS, NUTS, WASHERS, AND HARDWARE; REPLACEMENT OF ONE PIECE OF VERTICAL WOOD SHEETING; AND REPAIR OR REPLACEMENT OF BROKEN OR MISSING WALERS AND FISH PLATES.
- c. INFILL THREE, 10'X12' (APPROXIMATE DIMENSION) DOORWAYS, UTILIZING 2"X6" FRAMING AND 3/4" PLYWOOD.
- d. INFILL ONE, 10'X21' (APPROXIMATE DIMENSION) DOORWAY, UTILIZING 2"X6" FRAMING AND 3/4" PLYWOOD.
- e. INFILL FIVE WINDOW OPENINGS, APPROXIMATE DIMENSIONS 10'X10 EACH, UTILIZING 2"X6" FRAMING AND 3/4" PLYWOOD, CAULK WEATHER TIGHT.
- f. INFILL ONE WALL OPENING, APPROXIMATE DIMENSIONS 3'X7', UTILIZING 2"X6" FRAMING AND 3/4" PLYWOOD, CAULK WEATHER TIGHT.
- g. REPLACE MACHINE HOUSE ROOF HATCH, APPROXIMATE DIMENSIONS 8'X12'. NEW HATCH TO BE CONSTRUCTED OF 2"X6" FRAMING AND 3/4" PLYWOOD AND COVERED WITH ROLL ROOFING WITH LIFT HOOKS IN CORNERS.
- h. REPAIR SAFETY RAIL AT MACHINE HOUSE.
- i. BOARD UP MACHINE HOUSE WINDOW WITH 3/4" PLYWOOD
- j. REPAIR OR REPLACE EXISTING STEEL DOOR AT STARBOARD ELEVATOR.
- k. CLEANUP AND DISPOSAL SHALL CONSIST OF REMOVAL OF ALL FLOATING MATERIALS, STORM DEBRIS ON THE CONCRETE DECK /PIER, AND ALL DEMOLITION SPOILS.
- l. REPAIR AND CLEAN GUTTERS, SHALL CONSIST OF REMOVAL OF DEBRIS FROM THE GUTTER SYSTEM AND RECONNECTION OF ANY EXISTING GUTTER COMPONENTS.
- m. BOARD UP TWENTY SECOND DECK WINDOWS OF APPROXIMATE 4'X6' DIMENSIONS EACH. UTILIZE 3/4" PLYWOOD, FRAMING, FASTENERS AS REQUIRED.
- n.. BOARD UP FIVE FIRST DECK WINDOWS OF APPROXIMATE 4'X7' DIMENSIONS EACH. UTILIZE 3/4" PLYWOOD.
- o. PAINT ALL NEW PLYWOOD INFILLS ON THE STUCCO STRUCTURE (ITEMS e. AND f.) TO MATCH THE STUCCO BACKGROUND IN COLOR. USE A STIPPLE TYPE PAINT TO SIMULATE THE STUCCO TEXTURE. CAULK AROUND ALL OF THE OPENINGS TO BE PAINTED.

APPENDIX E

SAMPLE INDIVIDUAL AND CLASS I&As

**JUSTIFICATION FOR OTHER THAN
FULL AND OPEN COMPETITION**

1. This document constitutes justification and approval for other than full and open competition for the acquisition described herein, under the authority of FAR 6.302-2. It is executed on behalf of the Department of the Navy,
_____ Division/Activity, Naval Facilities Engineering Command.

2. Nature and description of action being approved.

The Department of the Navy, _____ Division/Activity, Naval Facilities Engineering Command, proposes to procure by other than full and open competition, Letter Contract _____
(TITLE)

3. Description of supplies or services required to meet the Agency's needs (Including the estimated value).

(DESCRIPTION OF THE SUPPLIES OR SERVICES REQUIRED TO MEET THE AGENCY'S NEEDS, INCLUDING THE TOTAL ESTIMATED VALUE.)

4. Identification of statutory authority permitting other than full and open competition.

- a. FAR/DFARS 6.302-2, Unusual and Compelling Urgency
- b. 10 USC 2304(c)(2)

5. Demonstrate that the nature of the acquisition requires use of the authority cited. This procurement is for a Letter Contract for which authorization was granted by _____ on _____ (DATE). The statutory authority cited in FAR 6.302-2, Unusual and Compelling Urgency, is necessary as delay in award of this contract would result in serious injury, financial or other, to the government.

6. Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a CBD notice was or will be publicized as required by Subpart 5.2, and if not which exception under 5.202 applies.

Due to urgency, a short list of potential contractors was developed. Only those contractors with proven records of timely and satisfactory work for previous similar work with the Navy were contacted. Waiver of synopsis in the CBD was granted by a Level I contracting officer on the basis that the government would be seriously injured if this agency complied with the time periods specified

under FAR 5.203. The exception is FAR 5.202(a)(2) as these contract actions will be made under conditions described in FAR 6.302-2

7. Determination by the contracting officer that the anticipated cost to the government for the proposed acquisitions will be fair and reasonable.

An independent government estimate has been prepared and will be compared to the contractor's proposal during the definitization process, in accordance with FAR 15-805.2(e).

8. Description of the market survey conducted and the results or a statement of the reasons that a market survey was not conducted.

A market survey was not conducted due to urgency involved. A short list of contractors capable of performing based on past experience with the Navy was developed.

9. Any other facts supporting the use of other than full and open competition.

(i) The time restraints did not allow complete and comprehensive specifications, plans, statements of work, etc. The definitization process will include the defining of specific requirements.

(ii) The extent and nature of the harm the Government would incur are as follows:

(DATA, ESTIMATED COST, OR OTHER RATIONALE AS TO THE EXTENT, AND NATURE OF THE HARM TO THE GOVERNMENT).

10. A listing of the sources, if any, that expressed, in writing, an interest in the solicitation.

(LIST SOURCES THAT EXPRESSED AN INTEREST IN WRITING
IN THE ACQUISITION).

11. A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.

The urgency of accomplishing this work to prevent further damage is the driving force of this acquisition. Because this is an emergency acquisition caused by an unforeseeable catastrophic event, no efforts could be planed to remove or

overcome any barriers to competition before any subsequent acquisition. This circumstance is considered to be non-recurring.

12. In accordance with NAPS 5206-303-2:

(i) Statement of delivery requirements.

Due to the urgency of this requirement, work must commence immediately to prevent further damage. The Letter Contract contains a definitization schedule in accordance with FAR 16.603-2(c) and DFARS 217.7404-3 and 217.7404-4.

(ii) The total estimated dollar value for the acquisition covered by the justification.

The total estimated dollar value for the acquisition(s) is:

\$ _____

(iii) Reference to the approved AP, when the acquisition(s) covered under the justification meet the criteria/thresholds for a written AP.

N / A

TECHNICAL AND REQUIREMENTS CERTIFICATION

I certify that the facts and representations under my cognizance which are included in this justification and which form a basis for this justification are complete and accurate.

Name and Title	Code	Phone	Date
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CONTRACTING OFFICER CERTIFICATION

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Name and Title	Code	Phone	Date
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Counsel Review:

I have reviewed this justification for form and legality

Name and Title	Code	Phone	Date
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Approved:

Name and Title	Date
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JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION
CONTRACT N62472-91-C-1797
REPLACE HURRICANE DAMAGED ROOF AT BUILDING 101,
NUSC, NEWPORT, RI

1. This document constitutes justification and approval for other than full and open competition for the acquisition described herein, under the authority of FAR 6.302-2. It is executed on behalf of the Department of the Navy, Northern Division, Naval Facilities Engineering Command, Naval Activities, Narragansett Bay Area, Newport, RI.

2. Nature and description of action being approved.

The Department of the Navy, Naval Facilities Engineering Command, Narragansett Bay Area, Newport, RI proposes to procure by other than full and open competition, Letter Contract N62472-91-C-1797, REPLACE HURRICANE DAMAGED ROOF AT BUILDING 101, NUSC, NEWPORT RI.

3. Description of supplies or services required to meet the Agency's needs (including the estimated value).

The construction work is to provision all labor, material, equipment, tools, and supervision for: the removal of all existing EPDM roofing (ribber roof system). The temporary work shall include the installation of a new temporary EPDM membrane with ballast and edge attachment directly over the existing rigid insulation, and to provide a water seal. The temporary roof shall be removed in phases as the permanent work progresses to continuously maintain the watertight integrity of the roof. The new roofing system shall include but not be limited to: treated wood blocking, tapered rigid insulation to promote drainage, and recovery board mechanically fastened to the existing concrete deck, metal flashings and fascia, EPDM single ply membrane, and any incidental related work to provide a complete, watertight, and useable roof. The estimated cost for the work is \$133,000.00. The period of performance is approximately sixty days.

4. Identification of statutory authority permitting other than full and open competition.

10 U.S.C. 2304 (c) (2), FAR 6.302-2, Unusual and Compelling Urgency.

5. Demonstration that the nature of the acquisition requires use of the authority cited.

This procurement is for a Letter Contract for which authorization was granted in NORTHDIV Memo dated 20 August 1991. Authority was

granted from NAVFACENGCOM 02 due to the severity of the damages caused by Hurricane BOB.

This acquisition requires the use of the authority cited due to severely degraded facility integrity. As a result of the hurricane, Building 101's roofing system was severely damaged. Exposure to the weather is increasing the damage to the building's interior and exterior. Military and civilian personnel that work in this building have been displaced due to the severity of the roof damage. A temporary water seal has been applied to the roof. However, this seal is only temporary and will not last the entire winter. The winter season officially begins in the Newport area on 15 October 1991. It is essential that this roof gets immediately permanent repair and replacement to avoid further monetary damages to the Government.

Procurement through other than full and open competition is necessary due to the unusual and compelling urgency for repairing and replacing the roof. Procurement with full and open competition would cause extreme delay and adverse impact to the Navy's mission.

6. Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a CBD notice was or will be publicized as required by Subpart 5.2. and if not which exception under 5.202 applies.

Due to the urgency, a short list of potential contractors was developed. Only those contractors with proven records of timely and satisfactory work for previous similar work with the Navy at Narragansett Bay Area were contacted. Waiver of synopsis has been granted because the Government would be seriously injured if the agency complied with the time periods specified under FAR 5.203.

7. Determination by the Contracting Officer that the anticipated cost to the Government for the proposed acquisitions will be fair and reasonable.

An independent Government estimate has been prepared and will be compared to the contractor's proposal during the definitization process, in accordance with FAR 15-805.2(e).

8. Description of the market survey conducted and the results or a statement of the reasons that a market survey was not conducted.

A market survey was not conducted due to the urgency involved. A short list of contractors capable of performing based on past experience with the Navy was developed.

9. Any other facts supporting the use of other than full and open competition.

No additional facts beyond those identified elsewhere in this document.

10. A listing of the sources, if any, that expressed, in writing, an interest in the solicitation.

No sources expressed, in writing, an interest in the acquisition.

11. A statement of actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the service required.

The urgency of accomplishing this work to prevent further damage is the driving force of this acquisition. Because this is an emergency acquisition caused by an unforeseeable catastrophic event, no efforts could be planned to remove or overcome any barriers to competition before any subsequent acquisition. This circumstance is considered to be non-recurring.

12. A statement of delivery requirements.

Due to the urgency of this requirement, work must commence immediately to prevent further damage to the interior of the building. The Letter Contract contains a definitization schedule as follows: Proposal due eleven days after award; Negotiations commencing eight days after proposal receipt; Definitization nine days after negotiation.

13. The total estimated dollar value for the acquisition covered by the justification.

\$133,000.00

14. Reference to the approved AP, when the acquisition covered in the justification meet the criteria/thresholds for a written AP.

N/A.

15. For ADP acquisition, attach ADP approvals prior to submission of the justification for approval.

N/A.

TECHNICAL AND REQUIREMENTS CERTIFICATION

I certify that the facts and representations under my cognizance which are included in this justification and which form a basis for this justification are complete and accurate.

Name and Title	Code	Phone	Date
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CONTRACTING OFFICER CERTIFICATION

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Name and Title	Code	Phone	Date
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Counsel Review:

I have reviewed this justification for form and legality.

Name and Title	Code	Phone	Date
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Approved:

Name and Title	Date
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DEPARTMENT OF THE NAVY
OFFICER IN CHARGE OF CONSTRUCTION
BUILDING 12
NAVAL BASE
CHARLESTON SOUTH CAROLINA 29408-6100

J&A#10665

JUSTIFICATION FOR OTHER THAN FULL
AND OPEN COMPETITION

- | | |
|--------------------------------------|---------------------------|
| 1. Agency/Contracting Activity: | Requiring Activity: |
| Department of the Navy | Charleston Naval Shipyard |
| Naval Facilities Engineering Command | Charleston, SC |
| Southern Division, Charleston, SC | |

2. Nature/Description of the Action:

On Thursday, 21 September 1989, a Class IV hurricane named Hugo hit Charleston Naval Shipyard. The eye of the hurricane passed over the Shipyard at approximately 2400 hours. The maximum wind speed measured at the Shipyard Emergency Control Center was 137 mph. The Shipyard sustained extensive damage as a result of high winds and water. Post storm inspections of the Shipyard and the entire storm path revealed thousands of areas which experienced tornado like wind burts. This document seeks approval for other than full and open competition. Attachment (1) lists the contracting actions to date.

3. Services Required

As a result of the damage caused by Hurricane Hugo, the following types of emergency and urgent contracts were needed: Temporary and permanent roof repairs, glazing, electrical distribution, structural repairs to various facilities, pier and quaywall repairs, clean up, refuse removal, A/E services for electrical distribution, roofing, mechanical, architect, waterfront, and civil assessment of damages, lease of temporary office and storage facilities.

4. Statutory Authority:

- a. FAR/DFARS 6.302-2 Unusual and Compelling Urgency
- b. 10 USC 2304 (c) (2)

5. Unique Qualifications/Circumstances:

The contractors were selected using the following criteria:

- a. Capability to begin immediate performance
- b. Acceptance of the contract within the limitations of Government liability
- c. Knowledge of Government contracting

d. Past performance history

The statutory authority cited in FAR/DFARS 6.302-2 Unusual and Compelling Urgency, was used, as delay in award of a contract would result in serious injury, financial or other, to the Government. (FAR 6.302-2(b)(2)).

6. Efforts/CBD Synopsis Exception:

CBD Synopsis exception, time, and resources did not allow competitive acquisitions. Synopsis of these contract actions was not done (Exception FAR 5.202(2)), as these actions were made under conditions described in FAR 6.302-2 and the Government would have been seriously injured if this agency had complied with the time periods specified in FAR 5.203.

7. Fair and Reasonable Cost:

The anticipated cost to the Government will be fair and reasonable, based on the following rationale: This office will use various Price and Cost Analysis Techniques as prescribed in the FAR and DFARS. We have had adequate price competition among various contractors for many of the Letter Contracts. Additionally, the prices have compared favorably with the independent government estimates. The government estimates were derived using established catalog or market prices within the area, historical data from similar projects, etc. We have requested certified cost or pricing data on all acquisitions that did not meet the exemptions as outlined in FAR 15.804-3.

8. Market Survey:

A market survey of the material and labor costs will not be done as the costs associated with the Letter Contracts can be verified and justified using conventional methods ie. historical data, government estimates, established catalog or market prices (Means).

9. Facts Supporting Other Than Full and Open Competition:

a. The time restraints did not allow complete and comprehensive specifications, plans, engineering descriptions, etc. The definitization process of the Letter Contracts will include the defining of specific requirements.

b The estimate of cost was derived by using the Means Catalog, historical data on projects of similar scope and complexity, and price competition whenever feasible.

c The extent and nature of the harm the Government would have incurred are as follows: As outlined in Item Number Three (Services Required), one reason was for the protection of the Government facilities. Many repairs made via the Letter Contracts minimized the financial harm the Government would have incurred. Additionally, the safety and mission requirements of the Charleston Naval Shipyard

necessitated immediate clean-up and utility restoration.

10. Sources:

The sources used were selected via the criteria as shown in Item Number Five. The contractors as shown in Attachment (1) had solicited directly to this office their performance capabilities. Additionally, we contacted many sources from our established bidders lists and known area resources.

11. Barriers to Competition:

As the acquisitions were done under FAR 6.302-2, Urgent and Compelling, the agency did not take any action to remove or overcome barriers to competition.

12. Delivery Requirements (NAPS 6.303-2):

a. Performance periods began immediately for the Letter Contracts.. The contract completion dats are being incorporated during the definitization process.

b. The estimated dollar value for eah acquisition is shown in. Attachment (1). The total value obligated by the Letter Contracts is \$7,185,620.00.

TECHNICAL AND REQUIREMENTS CERTIFICATION (FAR 6.303-1(b))

I certify that the facts and representations under my cognizance which are included in this justification are complete and accurate.

Technical Cognizance:

Name and Title	Code	Phone	Date
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Requirements Cognizance:

Name and Title	Code	Phone	Date
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CONTACTING OFFICER CERTIFICATION (FAR 6.303-2(a) (12))

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Name and Title	Code	Phone	Date
Contracting Officer			

Counsel Review (NAPS 6.303-91)

I have reviewed this justification for form and legality.

Name	Date
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APPROVAL (FAR 6.304)

APPROVED:

Competition Advocate	Date
----------------------	------

APPENDIX C

SAMPLE CLASS D&F - WAIVER OF SYNOPSIS

SAMPLE CLASS D&F - WAIVER OF SYNOPSIS

DEPARTMENT OF THE NAVY
CLASS DETERMINATION AND FINDINGS
TO WAIVE SYNOPSIS
FOR CONTRACTS UNDER FAR 5.202(a)(2)

Upon the basis of the following findings and determination which I hereby make as contracting officer, NAVFACENGCOM, the proposed contracts described below may be implemented by paragraph 5.202(a)(2) of the Federal Acquisition Regulation.

FINDINGS

1. The _____ Division/Activity, Naval Facilities Engineering Command, proposes to procure with no synopsis period, the following disaster recovery letter or small purchase contracts:

(LIST CONTRACT NUMBERS)

2. _____

(DESCRIBE NATURE OF WORK TO BE PERFORMED AND SET FORTH
FACTS THAT SHOW WHY IT IS IMPRACTICALABLE TO SYNOPSIS.)

DETERMINATION

Based on the above findings, the contracting officer determines that waiver of synopsis is required and that the government would be seriously injured if the agency complied with the time periods spcified in FAR 5.203.

The expiration date of this D&F is _____ (DATE)

Contracting Officer.

Name and Title Code Phone Date

Counsel Review:

Name and Title	Code	Phone	Date
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Approval:

Name and Title	Code	Phone	Date
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APPENDIX D

SAMPLE LETTER CONTRACTS

**SAMPLE LETTER CONTRACT - FIRM-FIXED PRICE
CONSTRUCTION**

DATE

CONTRACT NUMBER:

ISSUED BY:

NAME AND ADDRESS OF CONTRACTION:

LETTER CONTRACT FOR: (TITLE)

1. Pursuant to Federal Acquisition Regulation (FAR) 16.603, the following agreement is hereby entered into on behalf of the Government.

2. The following FAR clauses apply:

252.217-7027, Price Ceiling (DEC 1991).

The definitive contract resulting from this undefinitized action shall not exceed
(INSERT THE NOT-TO-EXCEED AMOUNT).

(End of Clause)

52.212-5, Liquidated Damages - Construction (APR 1984).

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the government as liquidated damages, the sum of (INSERT LIQUIDATED DAMAGES SET FORTH IN P-68 12.203-100) for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of Clause)

52.212-8. Defense Priority and Allocation Requirements (SEP 1990)

This is a _____ rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities Allocations System regulation (15 CFR 700).

(End of Clause)

52.216-23. Execution and Commencement of Work (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than _____ (DATE) _____. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of Clause)

52.216-24. Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding:

(INSERT 50% OF THE NOT-TO-EXCEED PRICE)

The maximum amount for which the Government shall be liable if this contract is terminated is:

(INSERT 50% OF THE NOT-TO-EXCEED PRICE)

(End of Clause)

52.216-25. Contract Definitization (APR 1984)

(a) A negotiated firm-fixed price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed-price proposal supporting its proposal.

(b) The schedule for definitizing this contract is:

- (1) Proposal due _____ days from award.
- (2) Negotiations _____ days from proposal receipt.

(3) Definitization within _____ days of negotiations.

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraphs (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by –

(i) All clauses required by the FAR on the date of execution of this letter contract for fixed-price contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(d) The definitive contract resulting from this letter contract will include a negotiated *firm-fixed* price in no event to exceed (INsert the NOT-TO-EXCEED PRICE) .

(End of Clause)

52.252-2. Clauses Incorporated by Reference (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. See Exhibit A.

(End of Clause)

3. The following terms apply:

(a) Contract Completion Date. Contract completion is (INsert NUMBER OF CALENDER DAYS) after date of award.

(b) Definitization. Definitization of this contract must occur within whichever occurs first of the following:

- (1) Definitization schedule established in FAR Clause 52.216-25;
- (2) 180 days after the date of award of this contract;
- (3) 180 days after receipt of a qualifying proposal;
- (4) 40 percent of work to be performed; or
- (5) the Limitation on Expenditures stated in this letter contract.

(c) Reimbursement Rate. Pending placement of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor at the following rates:

Seventy-five percent of any cost determined by the Contracting Officer to be reasonable, allocable, and allowable in accordance with FAR Part 31.

(d) Limitation on Expenditures. DFARS 217.7404-4 states that the Government shall not expend more than INSERT 50% OF THE NOT-TO-EXCEED CEILING PRICE) before definitization. However, if a contractor submits a qualifying proposal before (INSERT 50% OF THE NOT-TO-EXCEED PRICE CEILING has been expended by the Government, then the limitation on obligations before definitization may be increased to no more than (INSERT AN AMOUNT NO MORE THAN 75% OF THE NOT-TO-EXCEED PRICE CEILING .

(e) Notification. The Contractor shall notify the contracting officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next _____ days, when added to all costs previously incurred, will exceed 50 percent of the not-to-exceed ceiling price. The notice shall state the estimated amount of additional funds required to continue performance before definitization. The government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the limitation of Government liability before definitization of this letter contract. Additionally, before definitization, the Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the limitation of government liability until the Contracting Officer notifies the Contractor by modification that the limitation of Government liability has been increased (no more than 75 percent of the not-to-exceed ceiling price) and specifies an increased amount.

(f) Amount allotted to contract. No notice, communication, or representation in any form other than that specified above, or from any person other than the Contracting Officer, shall affect the amount Wetted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess

of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(g) Amount increased. When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs at his risk before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward.

(h) Change orders. Change orders shall not be considered an authorization to exceed the amount allotted by the limitation of Government liability. However, change orders may increase the amount of the limitation of Government liability.

(i) Termination. If this contract is terminated, the Government and the Contractor shall negotiate within the limitation of Government liability an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(j) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment maybe (1) reduced by any amounts found by the Contracting officer not to constitute allocable allowable costs or (2) adjusted for overpayments or underpayment made on preceding invoices or vouchers.

(k) Bonds. The Contractor will be required to furnish payment and performance bonds within 10 days after receipt of award of the letter contract if an amount greater than \$25,000 is contemplated. The performance bond (Standard Form 25) shall be in the penal sum equal to 100 percent of the letter contract. The payment bond (Standard Form 25A) shall be equal to 50 percent of the letter contract; except that it shall be 40 percent of the letter contract if the price is more than \$1,000,000 and not more than \$5,000,000 and in the fixed sum of \$2500,000 if the letter contract price is more than \$5,000,000. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety of Federal bonds will be accepted. As an option, and in lieu of sureties, the offeror may deposit with the Contracting Officer cash, bonds or notes of the United States, or certified check drawn to the order of the Treasurer of the United States, or such other security as the Contracting Officer may deem necessary for the required amount of the guaranty, under the agreement that the collateral so deposited shall remain in the possession and control of the Treasurer of the United States for at least one year after the completion of the contract. The contract time for purposes of fixing the completion date, default and liquidated damages shall begin to run 15 days from the date of award, regardless of when performance and payment bonds are executed or deposits in lieu of surety are executed.

As prescribed in FAR 28.203, individual sureties are acceptable for all types of bonds except position schedule bonds. At least two individual sureties must execute the bond and the net worth of each individual must equal or exceed the penal amount of the bond. The Contracting Officer shall determine the acceptability of individuals proposed as sureties, and shall ensure that the surety's pledged assets are sufficient to cover the bond obligation. All individual sureties shall execute an Affidavit of Individual Surety (Standard Form 28) and provide a security interest in accordance with FAR 28.203-1

(l) Insurance. In accordance with FAR 28.306, the Contractor shall procure the following minimum insurance:

<u>TYPE</u>	<u>AMOUNT</u>
Workmen's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$500,000 per occurrence
Automobile Liability Insurance Bodily Injury	\$200,000 per person and \$500,000 per occurrence
Property Damage	\$20,000 per occurrence

(m) Overtime. The Contractor will make every effort to schedule his work with a minimum use of overtime consistent with requirements for economical operation and maintenance of the schedule. The contractor shall have approved by the contracting Officer or his authorized representative all overtime to be reimbursed under this contract. Such approval will normally be done in advance of when the overtime should have been worked. To have overtime approved, the Contractor must request it in writing showing the individuals involved, the number of hours requested, and justification for the overtime including an evaluation of effects if overtime is not worked.

(n) Relations. The Contractor shall comply with all Station regulations.

(o) Reports. The Contractor shall furnish any reports, status, or schedules as requested by the Contracting Officer.

(p) Safety. All work will be accomplished in accordance with the Army Corps of Engineers Safety and Health Requirement Manual, EM 385-1-1.

4. Scope of Work: Exhibit B

5. Accounting and Appropriation Data:

6. Paying Office:

7. Administrative Contract Office:

8. Wage Decision No: (Exhibit C)

9. The following exhibits are attached and hereby made part of this contract:

Exhibit A - Contract Clauses

Exhibit B - Scope of Work

Exhibit C - Wage Decision No. _____

Exhibit D - Labor Standard Provisions

Exhibit E - Representation and Certifications

Exhibit F - Certificate of Procurement Integrity (Applicable to contracts greater than \$100,000)

Contractor's Signature/Date

Contracting Officer/Date

SAMPLE LETTER CONTRACT - COST REIMBURSEMENT

DATE

CONTRACT NUMBER:

ISSUED BY:

NAME AND ADDRESS OF CONTRACTOR:

LETTER CONTRACT FOR: (TITLE)

1. Pursuant to Federal Acquisition Regulation (FAR) 16.603, the following agreement is hereby entered into on behalf of the Government.
2. The following FAR clauses apply:

252.217-7027, Price Ceiling (DEC 1991).

The definitive contract resulting from this undefinitized action shall not exceed
(INSERT THE NOT-TO-EXCEED AMOUNT).

(End of Clause)

52.212-8, Defense Priority and Allocation Requirements (SEP 1990)

This is a _____ rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities Allocations System regulation (15 CFR 700).

(End of Clause)

52.216-23, Execution and Commencement of Work (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than (DATE). Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of Clause)

52.216-24. Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding:

(INSERT 50% OF THE NOT-TO-EXCEED PRICE CEILING)

(b) The maximum amount for which the Government shall be liable if this contract is terminated is:

(INSERT 50% OF THE NOT-TO-EXCEED PRICE CEILING)

(End of Clause)

52.216-25. Contract Definitization (APR 1984)

(a) A cost-reimbursement definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-and-fee proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is:

(1) Propose due _____ days from award (including cost or pricing data and subcontracting plan).

(2) Negotiations _____ days from proposal receipt.

(3) Definition within _____ days of negotiations.

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraphs (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

(i) All clauses required by the FAR on the date of execution of this letter contract for fixed-price contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of Clause)

52.216-26, Payments of Allowable Costs Before Definitization (APR 1984)

(a) Reimbursement Rate. Pending the placing of the definitive contract referred to in this letter contract, the Government shall promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing progress payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor shall not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contracts, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term "costs" includes –

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for –

(i) Material issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(ii) Direct labor;

(iii) Direct travel;

(iv) Other direct in-house costs; and

(v) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though it has not yet paid for such items or services.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting officer not to constitute allocable allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

(End of Clause)

52.252-2, Clauses Incorporated by Reference (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available See Exhibit A.

(End of Clause)

3. The following terms apply:

(a) Contract Completion Date. Contract completion is (INSERT NUMBER OF CALENDER DAYS) after date of award.

(b) Definitization. Definitization of this contract must occur within whichever occurs first of the following:

- (1) Definitization schedule established in FAR Clause 52.216-25;
- (2) 180 days after the date of award of this contract;
- (3) 180 days after receipt of a qualifying proposal;
- (4) 40 percent of work to be performed; or
- (5) the Limitation on Expenditures stated in this letter contract.

(c) Insurance. In accordance with FAR 28.307-2, the Contractor shall procure the following minimum insurance:

<u>TYPE</u>	<u>AMOUNT</u>
Workmen's Compensation and Employer's Liability Insurance	\$1 00,000
General Liability Insurance	\$500,000 per occurrence
Automobile Liability Insurance Bodily Injury	\$200,000 per person and \$500,000 per occurrence
Property Damage	\$20,000 per occurrence

(d) Limitation on Expenditures. DFARS 217.7404-4 states that the Government shall not expend more than (INSERT 50% OF THE NOT-TO-EXCEED CEILING PRICE) before definitization. However, if a contractor submits a qualifying proposas before (INSERT 50% OF THE NOT-TO-EXCEED PRICE CEILING) has been expended by the Government then the limitation on obligations before definitization may be increased to no more than (INSERT AN AMOUNT NO MORE THAN 75% OF HE NOT-TO -EXCEED PRICE CEILING).

(e) Notification. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next _____ days, when added to all costs previously incurred, will exceed 50 percent of the not-to-exceed ceiling price. The notice shall state the estimated amount of additional funds required to continue performance before definitization. The Government is not obligated to reimburse the Contractor for rests incurred in excess of the total amount allotted by the limitation of Government liability before definitization of this letter

contract. Additionally, before definitization the Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the limitation of Government liability, until the Contracting Officer notifies the Contractor by motivation that the limitation of Government liability has been increased (no more than 75 percent of the not-to-exceed ceiling price) and specifies an increased amount.

(f) Amount allotted to contract. No notice, communication, or representation in any form other than that specified above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(h) Change orders. Change orders shall not be considered an authorization to exceed the amount allotted by the limitation of Government liability. However, change orders may increase the amount of the limitation of Government liability.

(i) Termination. If this contract is terminated the Government and the Contractor shall negotiate within the limitation of Government liability an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(m) Overtime. The Contractor will make every effort to schedule his work with a minimum use of overtime consistent with requirements for economical operation and maintenance of the schedule. The contractor shall have approved by the contracting Officer or his authorized representative all overtime to be reimbursed under this contract. Such approval will normally be done in advance of when the overtime should have been worked. To have overtime approved, the Contractor must request it in writing showing the individuals involved, the number of hours requested, and justification for the overtime including an evaluation of effects if overtime is not worked.

(n) Regulations. The Contractor shall comply with all Station regulations.

(o) Reports. The Contractor shall furnish any reports, status, or schedules as requested by the Contracting Officer.

(p) Safety. All work will be accomplished in accordance with the Army Corps of Engineers Safety and Health Requirement Manual, EM 385-1-1.

4. Scope of Work Exhibit B

5. Accounting and Appropriation Data:

6. Paying Office:

7. Administrative Contract Office:

8. Wage Decision No.: Exhibit C

9. The following exhibits are attached and hereby made part of this contract:

Exhibit A - Contract Clauses

Exhibit B - Scope of Work

Exhibit C - Wage Decision No. _____

Exhibit D - Labor Standard Provisions

Exhibit E - Representation and Certifications

Exhibit F - Certificate of Procurement Integrity (Applicable to contracts greater than \$100,000)

Contractor's Signature/Date

Contacting Officer/Date

APPENDIX E

CLASS D&E FOR LETTER CONTRACTS

DIVISION NAME
CLASS DETERMINATION AND FINDINGS
AUTHORITY TO USE LETTER CONTRACTS

Upon the basis of the following findings and determination made pursuant to the authority of Federal Acquisition Regulation Section 16.603, the proposed contracts described below maybe entered into on a letter basis.

FINDINGS

1.

(CONTRACTING AGENCY)

proposes to enter into letter contracts with the attached list of contractors with subsequent definitization into fixed-price or cost-reimbursement contracts for:

(BRIEF DESCRIPTION OF SUPPLIES OR SERVICES)

at an estimated cost of: (INSERT TOTAL ESTIMATED VALUE OF DEFINITIVE CONTRACTS)

2. The work to be performed is:

(DESCRIBE THE NATURE OF THE WORK TO BE PERFORMED AND SET FORTH FACTS THAT SHOW WHY IT IS IMPRACTICABLE TO SECURE SUPPLIES OR SERVICES OF THE KIND OF QUALITY REQUIRED WITHOUT THE USE OF SUCH TYPE OF CONTRACT, OR THAT SUCH METHOD OF CONTRACTING IS LIKELY TO BE LESS COSTLY THAN OTHER METHODS.)

DETERMINATION

1. It is impracticable to secure services of the kind or quality required without the use of the proposed type of contract.

(Alt: The use of the proposed type of contract is likely to be less costly than other methods.)

(Alt: It is impracticable to secure services of the kind or quality required without the use of the proposed type of contract and the use of such type of contract is likely to be less costly than any other method.)

[Note: Use the above determination or an alternate that is responsive to the findings.]

2. The total estimated cost of the proposed contracts is

[Note: Use the above determination or an alternate that is responsive to the findings.]

2. The total estimated cost of the proposed contracts is
\$ (INSERT TOTAL ESTIMATED VALUE OF DEFINITIVE CONTRACTS)

3. In accordance with FAR 16.603-2, it is necessary to provide immediate restoration work by the use of letter contracts. Due to the unknown extent of damages, negotiating definitive contracts is not possible in sufficient time to meet the urgent requirements. All contract clauses required by FAR 16.603-2 will be incorporated into the letter contracts.

4. In accordance with NAPS 5217.7404-1 contractors' proposals have not been received.

5. In accordance with FAR 16.603-2(d) approval is requested to exceed the limitation of government liability up to the limitation on expenditures stated in DFARS 217.7404-4.

6. The expiration date of this D&F is: (DATE)

Contracting Officer:

Name and Title	Code	Phone	Date
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Counsel Review:

Name and Title	Code	Phone	Date
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Approval:

Name and Title	Code	Phone	Date
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APPENDIX F

DEFINITIVE MODIFICATION LETTER CONTRACT

SAMPLE COVER LETTER AND
DEFINITIVE MODIFICATION

DATE

CONTRACTOR NAME
ADDRESS

Subj: CONTRACT NUMBER AND TITLE

Dear Contractor:

Enclosed is an original and two copies of Modification PZXXXX to the subject letter contract. Please complete Block 15 of the Standard Form 30 and return the original and two copies to this office. This modification definitizes the subject letter contract.

If you take exception to this document, please call the point of contact listed below, immediately. Do not change the document as this will void the action and negotiations must be reopened to clarify the point in question.

Should you have any questions concerning this correspondence, please contact
 (NAME) , Contract Specialist, at (PHONE)

Sincerely,

NAME
Contracting Officer

Enclosure:
(1) SF 30

SAMPLE DEFINITIVE MODIFICATION - FIRM FIXED PRICE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. PZXXXX UED BY	3. EFFECTIVE DATE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO: (If applicable)	
CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
ISSUING CONTRACT OFFICE ADDRESS		ADMINISTERING CONTRACT OFFICE ADDRESS		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(d)	9A. AMENDMENT OF SOLICITATION NO.
CONTRACTOR NAME ADDRESS			
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NXXXXX-YR-C-XXXX
			10B. DATED (SEE ITEM 13) YR MONTH DAY
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

TOTAL CONTRACT PRICE:

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	FAR 52.216-25, CONTRACT DEFINITIZATION
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

CONTRACT TITLE:

This supplemental agreement is hereby issued to definitize letter contract dated _____. The firm fixed price for the contract is established as \$ _____.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

SF30 CONTINUATION SHEET

Submit invoices to:

CONTRACT OFFICE
ADDRESS

Payment will be made by:

OFFICE
ADDRESS

APPENDIX G

SYNOPSIS OF ACTIONS AND APPROVALS

SYNOPSIS OF ACTIONS and APPROVALS

1. An emergency occurs.
2. In response, a team/organization is created. Responsibilities are assigned to various individuals in areas such as contracts, construction, project management, engineering, quality insurance, administration, etc.
3. Damage assessment teams are formed, assess the extent of damage, and develop engineering cost estimates with broad scopes of work/performance work statements.

A contracting officer selects the appropriate contract types for the repair work based on input from the damage assessment teams and the contracts personnel. Some examples of appropriate contract types are: Small Purchase, Existing Blanket Purchase Agreements, Existing IDTCs, Fixed Price Contracts, Cost Reimbursement Contracts, and Letter Contracts.
4. Contracts personnel compile a short list of contractors available based on a set of criteria.
5. An individual or class J&A is prepared as described in FAR 6.303 if other than full and open competition is used to select contractors. Appropriate approvals and signatures must be obtained. See Part II, (E), (1).
6. A D&F is prepared for approval by a level I contracting officer (up to his/her J&A approval threshold) to waive CBD synopsis. See Part II, (E), (2).
7. If Small Purchase or Blanket Purchase Agreements are utilized, contracting officers award contracts or place calls in accordance with the appropriate FAR, DFARS, NAPS, and P-68 rules and regulations. See Part III, (A) and (B).
8. If existing IDTCs are utilized then the following approvals must be obtained for IQ contracts: (See Part III, (C)).
 - a. To exceed estimated quantities per line item by one unit or 25% whichever is greater, the EFD/EFA Contracts Department Head must provide approval.
 - b. To exceed estimated quantities greater than 125%, the contractor must agree by signing the delivery order.
 - c. To issue an undefinitized/unpriced modification, a D&F must be prepared and approved by the Head of the Contracting Activity.
 - d. To issue undefinitized an out-of-scope modification, a modified warrant up to a maximum of \$100,000 must be issued by the EFD Commander/Commanding Officer. The EFD Commander/Commanding Officer has authority up to \$1,000,000.
 - e. When the price of a modification (including change orders) will exceed the original contract price, or sum of mods issued to date, together with the one proposed, exceed the original contract price, a Level I contracting officer provides approval.
 - f. To issue undefinitized unilateral change orders, the EFD Commander/Commanding Officer or the Contracts Departments Head may provide authority to subordinate contracting officer up to \$100,000 per

change order. EFD Commanders/Commanding Officers have authority to \$1,000,000.

10. If Fixed Price contracts are utilized, then for any Fixed Price contracts other than firm fixed price a D&F must be prepared for approval by EFD/EFA/PWC Commanding Officers. See Part III, (D).
11. If Cost Reimbursement contracts are utilized, a D&F must be prepared for approval by the EFD/EFA/PWC Commanding Officers. See Part III, (E).
9. If Letter Contract(s) are chosen, then:
 - a. A D&F must be prepared in accordance with FAR 1.7 by approval by the EFD/EFA/PWC Commanding Officers. See Part III, (F), (1).
 - b. Contracting personnel must prepare the letter contract(s) incorporating the mandatory clauses and work with the technical personnel to include the broad scopes of work. The contracting officer sets the limitation of government liability to be placed in the letter contract.
 - d. The contracting officer awards the letter contract.
 - e. If a construction contract over \$25,000 performance and payment bonds must be approved. The chief of the contracting officer waives the bid guarantee bond requirement in accordance with FAR 28.101.
- f. The contracting officer must assure that the definitization occurs within 180 days after award. 180 days after receipt of qualified proposal, limitation of government liability, or 40 percent of work completed, whichever comes first. See Part III, (F), (6).

Throughout this process, constant communication and cooperation must occur between the EFD/EFA, the field, and NAVFACENGCOM to facilitate the disaster/emergency repair effort.

